

| Digital Marketplace Panel 2 - Professional and Consulting Services Part D - Contract details | | | |
|---|-------------------------|--------------------------------|--|
| Item | Clause reference | Details | |
| Contract details | | | |
| 1. | Not applicable | Context | <p>This Contract:</p> <ul style="list-style-type: none"> is entered under the Panel Agreement between the DTA and CyberCX dated 28 October 2024; and consists of all of the Parts stated in clause 4.1.1 of Part C of the DMP 2 Panel Agreement. |
| Modules and categories | | | |
| 2. | Part C clause 4.1 | Module | DMP2 - Professional and Consulting Services |
| | | Category | Cybersecurity services |
| Contract title and reference numbers | | | |
| 3. | Not applicable | Contract title | Cloud Transformation Road Maps to Various Pacific island countries |
| | | BuyICT reference number | s 22(1)(a)(ii) |
| | | AusTender SON | SON4102906 |
| | | Buyer reference number | Not applicable - blank |

| Buyer details | | | |
|----------------|-------------------------|---|--|
| 4. | Part C clause 7.1 | Agency/entity | Department of Foreign Affairs and Trade (ABN: 47065634525) |
| | | Buyer Representative name | s 22(1)(a)(ii) |
| | | Buyer Representative title | Procurement Advisor |
| | | Branch and division | International Security Division |
| | | Email | s 22(1)(a)(ii) @dfat.gov.au |
| | | Phone number | s 22(1)(a)(ii) |
| | | Address for notices | The RG Casey Building John McEwen Crescent Barton ACT Australia 2600 |
| Seller details | | | |
| 5. | Part C clause 7.2 | Seller name | CyberCX (ABN: 90629363328) |
| | | Seller Contract Representative name | s 47F(1) |
| | Part C clause 7.2 | Seller Contract Representative title | Associate Account Manager |
| | | Email | s 47F(1) @cybercx.com.au |
| | | Phone number | s 47F(1) |

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|--|--------------------------|--|---|
| | | Address for notices | LEVEL 4 330 COLLINS ST, MELBOURNE VIC 3000 |
| 6. | Part C clause 16.8 | Country of tax residency | Australia |
| | | Ultimate parent entity's country of tax residency | Australia |
| 7. | Part C clause 16.9 | Trust details | Not applicable - blank |
| Contract duration and timeframe | | | |
| 8. | Part C clause 3.1 | Contract Start Date | Upon execution by both parties |
| | | Contract Period | To 30 June 2025 |
| 9. | Part C clause 3.2 | Extension period | 12 months |
| | | Number of extension options | 1 |
| 10. | Part C clause 5.1 | Delivery Schedule | Not required |
| 11. | Part C clause 7.10 | Scheduled management meetings | As required |
| 12. | Part C clause 5.13 | Transition Out period | Not applicable - complex only |
| Notices and variations | | | |

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|---|---------------------------|--|---|
| 13. | Part C clause 11.1 | Notices – Amended terms | Not applicable - complex only |
| 14. | Part C clause 16.11 | Contract Variations – Amended terms | s 47G(1)(a) |
| Provision of Products and Services | | | |
| 15. | Part C clause 5.1 | Statement of requirements | <p>The supplier will deliver a roadmap to help inform Tuvalu's cloud transformation (cloud transformation road map) - as per the following deliverables:</p> <ol style="list-style-type: none"> 1. Scoping meeting 2. Project plan with a description of deliverables and indicative timeframes 3. Regular status updates as agreed between DFAT and the supplier 4. Draft cloud transformation road map 5. Finalised cloud transformation road map. <p>The supplier will also provide, at the sole discretion of DFAT, a cloud transformation roadmap and above deliverables for a second Pacific Island Country.</p> <p>Statement of Requirements: Draft Request for Quote - Cloud Road Maps (3).docx</p> |

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| | | Product technical requirements | Not applicable - complex only |
| | | Required Contract Material | <p>The supplier will undertake an initial cloud transformation roadmap to Tuvalu, and will provide the following deliverables to the department:</p> <ol style="list-style-type: none"> 1. Scoping meeting 2. Project Plan with a description of deliverables and indicative timeframes 3. Regular Status Update Reports 4. Cloud Readiness Assessment Report. <p>This supplier will also provide, at the sole discretion of DFAT, a cloud transformation roadmap and above deliverables to a second Pacific island country, to be named and confirmed via email once DFAT is ready to proceed.</p> |
| | | | s 47G(1)(a) |
| 16. | Part C clause 7.11 | Reseller Products | Not applicable - complex only |
| | | Further details | Not applicable - complex only |
| 17. | Part C clause 5.3.1 | Newly manufactured Products | Not applicable |
| Purpose | | | |

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| 18. | Part C clause 5.1 | The Products and Services must be fit for the following purpose(s) | Not applicable - complex only |
| Acceptance Testing | | | |
| 19. | Part C clause 5.4 | Acceptance Testing | Not applicable - complex only |
| | | Acceptance Criteria | Not applicable - complex only |
| | | Timeframes | Not applicable - complex only |
| | | Amended terms | Not applicable - complex only |
| Plans and Milestones | | | |
| 20. | Part C clauses 5.5 and 18.3.6 | Plans | Not applicable - complex only |
| | | Plan additional requirements | Not applicable - complex only |
| 21. | Part C clause 5.6 | Milestones | Yes |

| | | Milestone number | Milestone description | Completion date |
|------------------------------------|-------------------|--|---|-----------------|
| | | 1 | - Initial scoping meeting (April/May) - Project plan with description of deliverables and indicative delivery timeframes (early May) - regular status updates as agreed between DFAT and the supplier - delivery of draft report (mid-June) - deliver of final report (June) | 30 June 2025 |
| | | 2 | Completion of Second Roadmap (at discretion of DFAT) | 30 June 2025 |
| | | 3 | Travel and Accommodation | Not applicable |
| Personnel | | | | |
| 22. | Part C clause 7.6 | Key personnel Not applicable - blank | | |
| 23. | Part C clause 7.4 | Approved Subcontractors Not Applicable | | |
| Price, allowances and costs | | | | |

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| 24. | Part C clause 8 | Contract value | The total Price the Seller cannot exceed is \$315,360.00 (excluding GST), \$346,896.00 (including GST). | |
| | Part C clause 8 | Price | | |
| | | Price item | Price (excluding GST) | Price (including GST) |
| | | Milestones | s 47G(1)(a) | \$346,856.40 |
| | | Rate cards (total per hour) | s 47G(1)(a) | s 47G(1)(a) |
| | Part C clause 5.6 | Milestone Payments | | |
| | | Milestone number | Milestone payment (GST excl) | Milestone payment (GST incl) |
| | | 1 | s 47G(1)(a) | s 47G(1)(a) |
| | | 2 | s 47G(1)(a) | s 47G(1)(a) |
| | | 3 | s 47G(1)(a) | s 47G(1)(a) |
| Part C clause 8.1 | Allowances and costs | Not applicable | | |
| Schedule C2 clause 7.2 | Price review | Not required | | |

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| | Schedule C1 clause 13.6 | Price review | Not applicable - different module |
| 25. | Part C clause 9.3 | Interest | Not required |
| 26. | Part C clause 9 | Invoicing | For help on setting out your invoicing requirements, you should refer to the Australian Taxation Office's Tax Invoices page - https://www.ato.gov.au/businesses-and-organisations/gst-excise-and-indirect-taxes/gst/tax-invoices |
| 27. | Part C clause 8.4 | Price cap | |
| | | Product and services Not applicable - complex only | |
| | | Total price cap | \$0.00 |
| Material and property | | | |
| 28. | Schedule C1 clause 7.1 and Schedule C2 clause 6.3 | Buyer Material | Not applicable |
| | | Buyer Material – Amended terms | Not applicable - complex only |
| 29. | Part C clause 5.11 | Buyer Property | Not applicable - complex only |

| Security and Privacy | | | |
|----------------------|--------------------------|---|---|
| 30. | Part C clauses 18 and 20 | Security | |
| | | Level of Security Classified Resources | Not applicable |
| | | Official Information | Official information can only be provided directly to the seller. |
| | | Additional security requirements | Not applicable |
| | | Cost of security clearances | Not applicable - complex only |
| | | PSPF requirements | <p>The Seller must provide the Products and Services in a way that complies with, and ensures the Buyer can comply with, the PSPF, including:</p> <ul style="list-style-type: none"> • Policy 6 - Security governance for contracted goods and service providers; • Policy 10 - Safeguarding data from cyber threats; • Policy 11 - Robust ICT systems; • Policy 12 - Eligibility and suitability of personnel; • Policy 13 - Ongoing assessment of personnel; • Policy 14 - Separating personnel; • Policy 15 - Physical security for entity resources; • Not applicable |

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| | | Physical Security – Amended terms | Not applicable - complex only |
| 31. | Part C clause 19 | Privacy | Not applicable - complex only |
| Seller's Confidential Information | | | |
| 32. | Part C clause 21 | Contract Provisions / Schedules / Attachments | |
| | | None specified | |
| | | Contract-related material | |
| | | Item | Period |
| | | CyberCX's commercial information, including methodologies and rate card pricing | seven years |
| Policies, Standards and Guidelines | | | |
| 33. | Part C clause 26.3 | Australian and International standards | Not applicable - blank |
| | | Buyer or Commonwealth policies or guidelines | Not applicable - blank |
| Commonwealth Procurement Connected Policies | | | |
| <p>Note: State any information of the Seller that the buyer agrees to treat as Confidential Information and the period of confidentiality, being as specific as possible. Buyers should refer to the 'Confidentiality Test' issued by the Department of Finance. This test must be met in order to treat certain Seller information as confidential. Details should be formatted using the example below</p> | | | |

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| 34. | Part C clause 36 | Australian Industry Participation Plan (AIP Plan) | Not applicable - complex only |
| | Part C clause 35.2 | Indigenous Procurement Policy (non-high value contract provisions) | Not required |
| | Part C clause 35.1 | Indigenous Procurement Policy (high value contract provisions) | Not required |
| | Part C clause 33 | Shadow Economy Procurement Connected Policy | Not required |
| | Part C clause 32 | Workplace Gender Equality | Not required |
| | Part C clause 34 | Payment Time Policy | Not required |
| | Part C clause 37.1 | Waste Management Performance | Not applicable - complex only |
| | Part C clause 40 | Australian Skills Guarantee Procurement Connected Policy | Not applicable - complex only |
| Policy Requirements | | | |
| 35. | | Indigenous participation | |

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|--|--------------------------|--|--|---|
| | Part C clause 35 | Requirements for Indigenous participation | Not applicable | |
| | | Written report of compliance with Indigenous participation requirements | Not Applicable | |
| | | Timeframe for delivery of written report | Not applicable | |
| | Part C clause 40 | Overarching Apprentice and ICT Cadet Target | Not applicable | |
| Apprentice and ICT Cadet Target for Women | | Not applicable | | |
| Applicable Law | | | | |
| 36. | Part C clause 26.2 | Applicable law | Australian Capital Territory | |
| Insurance | | | | |
| 37. | Part C clause 16.5 | Type | Minimum limits | Periods of insurance |
| | | Professional indemnity insurance | \$2 million per occurrence and \$10 million in the aggregate per annum | Until expiration of the period of 7 years following expiry of this Contract |
| | | Public liability insurance | \$10 million per occurrence | Until expiry or termination of this Contract |

| Liability | | | |
|-----------------------|--------------------------------|---|-------------------------------|
| 38. | Part C clause 10 | Limitation of liability | s 47G(1)(a) |
| Optional Items | | | |
| 39. | Not applicable | Not applicable | Not applicable |
| 40. | Part C clause 10.7 | Liquidated damages | Not applicable - complex only |
| | | Liquidated damages regime | Not applicable - complex only |
| | | Liquidated damages – Amended terms | Not applicable - complex only |
| 41. | Schedule C2 clauses 8.1 to 8.3 | Support and Maintenance | Not applicable - complex only |
| | | Supported Items | Not applicable - complex only |
| | | Support and Maintenance – Amended terms | Not applicable - complex only |
| 42. | Schedule C2 clauses 8.4 to 8.6 | Service Levels, Service Credits and Minimum Expected Performance | Not applicable - complex only |
| 43. | Part C clause 29.1 | Timing of performance management assessments | Not applicable - complex only |

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| 44. | Part C clause 4.3 | Additional terms | Please refer to the following: |
| | Part C clause 4.3 and 4.4 | Amended or added terms under clause 4.4 (DTA's approval necessary and obtained) | Not applicable - blank |
| ICT Labour Hire Module | | | |
| | | Personnel | |
| 45. | Schedule C1 clause 2.3 | Seller-sourced Buyer Workers | Not applicable - different module |
| | | Buyer worker | Not applicable - different module |
| 46. | Schedule C1 clauses 2.2 and 2.3 | Buyer-Sourced Labour Hire Workers or Seller-Sourced Labour Hire Workers | Not applicable - different module |
| 47. | Schedule C1 clause 2.1 | Labour hire worker | Not applicable - different module |
| 48. | Schedule C1 clause 3.1 | Other Services | Not applicable - different module |
| Price, allowances and costs | | | |

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| 49. | Schedule C1 clauses 13.2 to 13.5 | Price under the ICT Labour Hire Module | Not applicable - different module |
| 50. | Schedule C1 clause 13.9 | Maximum hours | Not applicable - different module |
| 51. | | Timesheets | Not applicable - different module |
| Optional Items | | | |
| 52. | Schedule C1 clause 12.1 | Drug and alcohol testing | Not applicable - different module |
| Professional and Consulting Services Module | | | |
| | | Software and AI | |
| 53. | Schedule C2 clause 6.4 | Base Third Party Software | Not applicable - complex only |
| | | Software licence terms applicable to Base Third Party Software | Not applicable - blank |
| 54. | Schedule C2 clause 5 | Approved AI use | CyberCX will not use AI |
| | | Conditions of approved AI use | CyberCX will not use AI. |
| 55. | Schedule C2 clause 7.4 | Escrow | Not applicable - complex only |
| | | Escrow – Amended terms | Not applicable - complex only |

| Buyer Data | | | |
|------------|------------------------|---|-------------------------------|
| 56. | Schedule C2 clause 4.1 | Hosting Buyer Data | Not applicable - complex only |
| | | Approved Cloud Provider and Hosting Location | Not applicable |
| | | Required level of certification | Not applicable |
| | | Hosting of Buyer Data – Amended terms | Not applicable |

Signatures

SIGNED, SEALED AND DELIVERED for and on behalf of the Department of Foreign Affairs and Trade ABN 47065634525

by:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of signatory

Signature

02/05/2025

Date

SIGNED, SEALED AND DELIVERED by CYBERCX
PTY LTD ABN: 90629363328 in accordance with the
requirements of Section 126 of the *Corporations Act*
2001 (Cth) by:

s 47F(1)

s 47F(1)

Name of signatory

Signature

01/05/2025

Date

| Digital Marketplace Panel 2 - Professional and Consulting Services Part D - Contract details | | | |
|---|-------------------------|--------------------------------|--|
| Item | Clause reference | Details | |
| Contract details | | | |
| 1. | Not applicable | Context | This contract is entered under the Panel Agreement between the Buyer and CyberCX dated 28 October 2024 |
| Modules and categories | | | |
| 2. | Part C clause 4.1 | Module | DMP2 - Professional and Consulting Services |
| | | Category | Cybersecurity services |
| Contract title and reference numbers | | | |
| 3. | Not applicable | Contract title | Cloud Transformation Road Maps up to Various Pacific island countries |
| | | BuyICT reference number | s 22(1)(a)(ii) |
| | | AusTender SON | SON4102906 |
| | | Buyer reference number | Not applicable - blank |
| Buyer details | | | |

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| 4. | Part C clause 7.1 | Agency/entity | Department of Foreign Affairs and Trade |
| | | Buyer Representative name | s 22(1)(a)(ii) |
| | | Buyer Representative title | Contractor |
| | | Branch and division | International Security Division |
| | | Email | s 22(1)(a)(ii) @dfat.gov.au |
| | | Phone number | s 22(1)(a)(ii) |
| | | Address for notices | The RG Casey Building John McEwen Crescent Barton ACT Australia 2600 |
| Seller details | | | |
| 5. | Part C clause 7.2 | Seller name | CyberCX |
| | | Seller Contract Representative name | s 47F(1) |
| | Part C clause 7.2 | Seller Contract Representative title | Associate Account Manager |
| | | Email | s 47F(1) @cybercx.com.au |
| | | Phone number | s 47F(1) |

| | | | |
|--|--------------------------|--|---|
| | | Address for notices | LEVEL 4 330 COLLINS ST, MELBOURNE VIC 3000 |
| 6. | Part C clause 16.8 | Country of tax residency | Australia |
| | | Ultimate parent entity's country of tax residency | Australia |
| 7. | Part C clause 16.9 | Trust details | Not applicable - blank |
| Contract duration and timeframe | | | |
| 8. | Part C clause 3.1 | Contract Start Date | Not applicable - blank |
| | | Contract Period | To 30 June 2025 |
| 9. | Part C clause 3.2 | Extension period | 12 months |
| | | Number of extension options | 1 |
| 10. | Part C clause 5.1 | Delivery Schedule | Not required |
| 11. | Part C clause 7.10 | Scheduled management meetings | As required |
| 12. | Part C clause 5.13 | Transition Out period | Not applicable - complex only |
| Notices and variations | | | |

| | | | |
|---|---------------------|--|---|
| 13. | Part C clause 11.1 | Notices – Amended terms | Not applicable - complex only |
| 14. | Part C clause 16.11 | Contract Variations – Amended terms | s 47G(1)(a) |
| Provision of Products and Services | | | |
| 15. | Part C clause 5.1 | Statement of requirements | The Department of Foreign Affairs and Trade (DFAT) Cyber Affairs and Critical Technology Branch (CYB) is seeking to engage a trusted industry partner to develop road maps to inform consideration of whole-of-government cloud transformations in up to three Pacific island countries. Statement of Requirements: Draft Request for Quote - Cloud Road Maps for Tonga and Tuvalu.docx |
| | | Product technical requirements | Not applicable - complex only |
| | | Required Contract Material | s 47G(1)(a) |
| 16. | Part C clause 7.11 | Reseller Products | Not applicable - complex only |
| | | Further details | Not applicable - complex only |
| 17. | Part C clause 5.3.1 | Newly manufactured Products | Not applicable |

| Purpose | | | |
|-----------------------------|-------------------------------|---|-------------------------------|
| 18. | Part C clause 5.1 | The Products and Services must be fit for the following purpose(s) | Not applicable - complex only |
| Acceptance Testing | | | |
| 19. | Part C clause 5.4 | Acceptance Testing | Not applicable - complex only |
| | | Acceptance Criteria | Not applicable - complex only |
| | | Timeframes | Not applicable - complex only |
| | | Amended terms | Not applicable - complex only |
| Plans and Milestones | | | |
| 20. | Part C clauses 5.5 and 18.3.6 | Plans | Not applicable - complex only |
| | | Plan additional requirements | Not applicable - complex only |
| 21. | Part C clause 5.6 | Milestones | Not required |
| | | Not applicable - blank | |
| Personnel | | | |
| 22. | Part C clause 7.6 | Key personnel Not applicable - blank | |
| 23. | Part C clause 7.4 | Approved Subcontractors Not applicable - blank | |

| Price, allowances and costs | | | | |
|-----------------------------|------------------------|--|---|------------------------------|
| 24. | Part C clause 8 | Contract value | The total Price the Seller cannot exceed is \$0.00 (excluding GST), \$0.00 (including GST). | |
| | Part C clause 8 | Price | | |
| | | Price item | Price (excluding GST) | Price (including GST) |
| | | Rate cards (total per hour) | s 47G(1)(a) | s 47G(1)(a) |
| | Part C clause 5.6 | Milestone Payments s 47G(1)(a) | | |
| | Part C clause 8.1 | Allowances and costs | Not applicable | |
| | Schedule C2 clause 7.2 | Price review | Not required | |
| Schedule C1 clause 13.6 | Price review | Not applicable - different module | | |
| 25. | Part C clause 9.3 | Interest | Not required | |

| | | | |
|--|---|--|---|
| 26. | Part C clause 9 | Invoicing | For help on setting out your invoicing requirements, you should refer to the Australian Taxation Office's Tax Invoices page - https://www.ato.gov.au/businesses-and-organisations/gst-excise-and-indirect-taxes/gst/tax-invoices |
| 27. | Part C clause 8.4 | Price cap | |
| | | Product and services Not applicable - complex only | |
| | | Total price cap | \$0.00 |
| Material and property | | | |
| 28. | Schedule C1 clause 7.1 and Schedule C2 clause 6.3 | Buyer Material | Not applicable |
| | | Buyer Material – Amended terms | Not applicable - complex only |
| 29. | Part C clause 5.11 | Buyer Property | Not applicable - complex only |
| Security and Privacy <div style="border: 1px solid green; padding: 5px; margin: 10px 0;">See attachment towards the security and privacy</div> | | | |
| 30. | Part C clauses 18 and 20 | Security | |
| | | Level of Security Classified Resources | Not applicable |

| | | | |
|--|------------------|--|---|
| | | Official Information | Official information can only be provided directly to the seller. |
| | | Additional security requirements | Not applicable |
| | | Cost of security clearances | Not applicable - complex only |
| | | PSPF requirements | <p>The Seller must provide the Products and Services in a way that complies with, and ensures the Buyer can comply with, the PSPF, including:</p> <ul style="list-style-type: none"> • Policy 6 - Security governance for contracted goods and service providers; • Policy 10 - Safeguarding data from cyber threats; • Policy 11 - Robust ICT systems; • Policy 12 - Eligibility and suitability of personnel; • Policy 13 - Ongoing assessment of personnel; • Policy 14 - Separating personnel; • Policy 15 - Physical security for entity resources; • Not applicable |
| | | Physical Security – Amended terms | Not applicable - complex only |
| 31. | Part C clause 19 | Privacy | Not applicable - complex only |
| Seller's Confidential Information | | | |

| | | | |
|--|--------------------------|---|-------------------------------|
| 32. | Part C clause 21 | Contract Provisions / Schedules / Attachments | |
| | | Not applicable - blank | |
| | | Contract-related material | |
| | | Item | Period |
| | | CyberCX's commercial information, including methodologies and rate card pricing | seven years |
| Policies, Standards and Guidelines | | | |
| 33. | Part C clause 26.3 | Australian and International standards | Not applicable - blank |
| | | Buyer or Commonwealth policies or guidelines | Not applicable - blank |
| Commonwealth Procurement Connected Policies | | | |
| <p>Note: State any information of the Seller that the buyer agrees to treat as Confidential Information and the period of confidentiality, being as specific as possible. Buyers should refer to the 'Confidentiality Test' issued by the Department of Finance. This test must be met in order to treat certain Seller information as confidential. Details should be formatted using the example below</p> | | | |
| 34. | Part C clause 36 | Australian Industry Participation Plan (AIP Plan) | Not applicable - complex only |
| | Part C clause 35.2 | Indigenous Procurement Policy (non-high value contract provisions) | Not required |

| | | | |
|----------------------------|--------------------|--|-------------------------------|
| | Part C clause 35.1 | Indigenous Procurement Policy (high value contract provisions) | Not required |
| | Part C clause 33 | Shadow Economy Procurement Connected Policy | Not required |
| | Part C clause 32 | Workplace Gender Equality | Not required |
| | Part C clause 34 | Payment Time Policy | Not required |
| | Part C clause 37.1 | Waste Management Performance | Not applicable - complex only |
| | Part C clause 40 | Australian Skills Guarantee Procurement Connected Policy | Not applicable - complex only |
| Policy Requirements | | | |
| 35. | Part C clause 35 | Indigenous participation | |
| | | Requirements for Indigenous participation | Not applicable |
| | | Written report of compliance with Indigenous participation requirements | Not Applicable |

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|-----------------------|--------------------|--|--|---|
| | | Timeframe for delivery of written report | Not applicable | |
| | Part C clause 40 | Overarching Apprentice and ICT Cadet Target | Not applicable | |
| | | Apprentice and ICT Cadet Target for Women | Not applicable | |
| Applicable Law | | | | |
| 36. | Part C clause 26.2 | Applicable law | Australian Capital Territory | |
| Insurance | | | | |
| 37. | Part C clause 16.5 | Type | Minimum limits | Periods of insurance |
| | | Professional indemnity insurance | \$2 million per occurrence and \$10 million in the aggregate per annum | Until expiration of the period of 7 years following expiry of this Contract |
| | | Public liability insurance | \$10 million per occurrence | Until expiry or termination of this Contract |
| Liability | | | | |
| 38. | Part C clause 10 | Limitation of liability | s 47G(1)(a) | |

| Optional Items | | | |
|-----------------------------|--------------------------------|---|--------------------------------|
| See attached optional items | | | |
| 39. | Not applicable | Not applicable | Not applicable |
| 40. | Part C clause 10.7 | Liquidated damages | Not applicable - complex only |
| | | Liquidated damages regime | Not applicable - complex only |
| | | Liquidated damages – Amended terms | Not applicable - complex only |
| 41. | Schedule C2 clauses 8.1 to 8.3 | Support and Maintenance | Not applicable - complex only |
| | | Supported Items | Not applicable - complex only |
| | | Support and Maintenance – Amended terms | Not applicable - complex only |
| 42. | Schedule C2 clauses 8.4 to 8.6 | Service Levels, Service Credits and Minimum Expected Performance | Not applicable - complex only |
| 43. | Part C clause 29.1 | Timing of performance management assessments | Not applicable - complex only |
| 44. | Part C clause 4.3 | Additional terms | Please refer to the following: |

| | | | |
|------------------------------------|----------------------------------|--|-----------------------------------|
| | Part C clause 4.3 and 4.4 | Amended or added terms under clause 4.4 (DTA's approval necessary and obtained) | Not applicable - blank |
| ICT Labour Hire Module | | | |
| | | Personnel | |
| 45. | Schedule C1 clause 2.3 | Seller-sourced Buyer Workers | Not applicable - different module |
| | | Buyer worker | Not applicable - different module |
| 46. | Schedule C1 clauses 2.2 and 2.3 | Buyer-Sourced Labour Hire Workers or Seller-Sourced Labour Hire Workers | Not applicable - different module |
| 47. | Schedule C1 clause 2.1 | Labour hire worker | Not applicable - different module |
| 48. | Schedule C1 clause 3.1 | Other Services | Not applicable - different module |
| Price, allowances and costs | | | |
| 49. | Schedule C1 clauses 13.2 to 13.5 | Price under the ICT Labour Hire Module | Not applicable - different module |

| | | | |
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| 50. | Schedule C1 clause 13.9 | Maximum hours | Not applicable - different module |
| 51. | | Timesheets | Not applicable - different module |
| Optional Items | | | |
| See attachment regarding optional items | | | |
| 52. | Schedule C1 clause 12.1 | Drug and alcohol testing | Not applicable - different module |
| Professional and Consulting Services Module | | | |
| | | Software and AI | |
| 53. | Schedule C2 clause 6.4 | Base Third Party Software | Not applicable - complex only |
| | | Software licence terms applicable to Base Third Party Software | Not applicable - blank |
| 54. | Schedule C2 clause 5 | Approved AI use | Not applicable - blank |
| | | Conditions of approved AI use | Not applicable - blank |
| 55. | Schedule C2 clause 7.4 | Escrow | Not applicable - complex only |
| | | Escrow – Amended terms | Not applicable - complex only |
| Buyer Data | | | |
| 56. | | Hosting Buyer Data | Not applicable - complex only |

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| | Schedule C2 clause 4.1 | Approved Cloud Provider and Hosting Location | Not applicable |
| | | Required level of certification | Not applicable |
| | | Hosting of Buyer Data – Amended terms | Not applicable |



Australian Government

Digital Transformation Agency

Buy ICT

Professional Services and Consulting

Statement of Requirements

DRAFT

About the Project

1. Purpose

The Department of Foreign Affairs and Trade (DFAT) Cyber Affairs and Critical Technology Branch (CYB) is seeking to engage a trusted industry partner to develop road maps to inform consideration of whole-of-government cloud transformations in up to three Pacific island countries.

Context

Key stakeholders

Key stakeholders for this project will be Cyber and Critical Technology Branch in DFAT and the governments of the Pacific island countries, with varying levels of cloud uptake. The successful provider will consult relevant stakeholders across these Pacific governments in the delivery of this procurement. Details about the Pacific island countries will be provided to the successful provider.

Assumptions

The provider will have a proven track record of providing advisory services to government and/or industry in relation to cloud computing and storage solutions. Experience working with, and in, the Pacific is preferable but not essential. The provider will conduct in-country travel as part of this procurement in consultation with DFAT CYB and the Pacific Island countries.

2. Key Deliverables and Acceptance

The Pacific island countries have varying levels of cloud uptake and are varying in size and complexity of their ICT systems. The successful provider will deliver separate, tailored road maps outlining strategies to advance the respective whole-of-government cloud transformations of the Pacific island countries.

Emphasising best practice cloud design, security and sustainability, each road map is to outline an actionable path forward and phasing schedule for implementing a fit-for-purpose government cloud solution in the respective Pacific island country, having regard to regulatory, legislative and technological barriers to cloud adoption and their digital connectivity objectives.

3. Delivery Milestones

| Milestone Description | Due Date |
|-------------------------------|-------------|
| Initial meeting with DFAT CYB | March 2025 |
| Delivery of draft road map | 23 May 2025 |

| | |
|----------------------------|-------------|
| Delivery of final road map | 6 June 2025 |
|----------------------------|-------------|

How to respond

4. Submitting your response

By submitting a response to this RFQ, the seller accepts the terms and conditions as set out in this request, Master Agreement and the BuyICT terms. Sellers must advise any terms and conditions they do not or only partially comply with at the time of responding to this RFQ.

All responses must be submitted through the BuyICT portal. BuyICT will not accept late responses and sellers will be unable to submit a response once the opportunity has closed.

Sellers are responsible for any costs associated with responding to this RFQ.

5. Validity Period

Your response remains valid for a period of up to 90 days from the opportunity closing datetime.

6. Conditions of Participation

Sellers must adhere to the below requirements. Responses marked non-compliant against these requirements may be excluded from the evaluation process:

- a. The provider must be approved to supply ICT services on the Digital Marketplace Panel.
- b. The provider must have experience delivering cyber advisory services to government.

Requirements

1. Capability

The provider will have the necessary technical capability and understanding to develop and advise on the cloud transformation road maps.

2. Capacity

a. Resourcing

The provider will be resourced with a team of cyber professionals who have the technical expertise necessary to deliver on the requirement.

b. Experience

The provider should, to the best extent possible, provide DFAT with examples of where the provider has previously provided high quality cyber advisory services to government and/ or industry.

c. Expertise

The provider should have the necessary cloud expertise to deliver on the requirement and, to the best extent possible, provide DFAT with the resumés of personnel proposed for the project.

3. Compliance

a. Standards

The provider will abide by relevant industry, Australian and international standards and relevant Australian, Pacific country legislation, including local laws and regulations.

The provider must comply with DFAT policies and procedures as outlined on the DFAT website.

b. Security Requirements

The provider must adhere to DFAT's Cyber Security Requirements through the design, development and delivery of products and materials, complying with the Australian Cyber Security Centre Essential 8 at the required maturity level under Protective Security Policy Framework (PSPF) Policy 10.

At DFAT's request, the provider will be required to undertake a review of their Cyber Security Supply Chain and associated risks in accordance with DFAT's Cyber Security requirements.

The provider will abide by any Australian Government security requirements for the duration of this project, including personnel security, information security, physical security and operational security.

c. Governance

The Provider to manage stakeholder expectations for reporting and performance of requirements, providing regular updates and program management as required.

d. Work, Health and Safety

The provider will be required to protect the work health, safety and welfare of all workers and all other people who might be affected by the work under the *Work Health and Safety Act 2011 (Cth)* and Work Health and Safety Regulations 2011. The provider will also need to adhere to relevant Pacific Island country work, health and safety requirements and legislation.

2. Pricing

Official

Tenderers are required to provide a rate card in a structured table that sets out the different list prices that apply to the range of services provided to enable the buyer to compare the options available for consideration and determination on value for money.

DRAFT



Australian Government

Digital Transformation Agency

Buy ICT

Professional Services and Consulting

Statement of Requirements

DRAFT

About the Project

1. Purpose

The Department of Foreign Affairs and Trade (DFAT) Cyber Affairs and Critical Technology Branch (CYB) is seeking to engage a trusted industry partner to develop road maps to inform consideration of whole-of-government cloud transformations in two Pacific Island countries.

Context

Key stakeholders

Key stakeholders for this project will be Cyber and Critical Technology Branch in DFAT and the governments of two small Pacific Island countries, with limited and varying levels of cloud uptake. The successful provider will consult relevant stakeholders across these Pacific governments in the delivery of this procurement. Details about the Pacific Island countries will be provided to the successful provider.

Assumptions

The provider will have a proven track record of providing advisory services to government and/or industry in relation to cloud computing and storage solutions. Experience working with, and in, the Pacific is preferable but not essential. The provider will conduct in-country travel as part of this procurement in consultation with DFAT CYB and the Pacific Island countries.

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The two Pacific Island countries have limited and varying levels of cloud uptake. The successful provider will deliver separate, tailored road maps outlining strategies to advance the respective whole-of-government cloud transformations of the Pacific Island countries.

Emphasising best practice cloud design, security and sustainability, each road map is to outline an actionable path forward and phasing schedule for implementing a fit-for-purpose government cloud solution in the respective Pacific Island country, having regard to regulatory, legislative and technological barriers to cloud adoption and their digital connectivity objectives.

3. Delivery Milestones

| Milestone Description | Due Date |
|-------------------------------|------------|
| Initial meeting with DFAT CYB | March |
| Delivery of draft road map | Early-June |

| | |
|----------------------------|----------|
| Delivery of final road map | Mid-June |
|----------------------------|----------|

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